

OS

41141057.3

CPSA 6 (b)(1) Cleared
11/27/98
No Mfrs/PrvtLblrs or
Products Identified
Excepted by _____
Firms Notified, _____
Comments Processed.

INTERAGENCY AGREEMENT
MODIFICATION
BETWEEN THE
CONSUMER PRODUCT SAFETY COMMISSION
AND THE
U.S. DEPARTMENT OF AGRICULTURE,
CONSOLIDATED FORMS AND PUBLICATIONS
DISTRIBUTION CENTER (CFPDC)

SUBJECT: CPSC-IAG-964057, MODIFICATION No.0003

The purpose of this modification is to provide prior year funding for storage services rendered during the 4th quarter of FY96.

Based on the above, Section L., Reimbursement and Billing; Subsection 4. of this IAG is modified to read as follows:

L. Reimbursement and Billing

The CPSC will reimburse CFPDC based on costs incurred for services up to an amount not to exceed \$88,905.54 pursuant to this agreement.

- 4. Billing for all agreed-to-costs shall be chargeable to the following accounting and appropriation data:

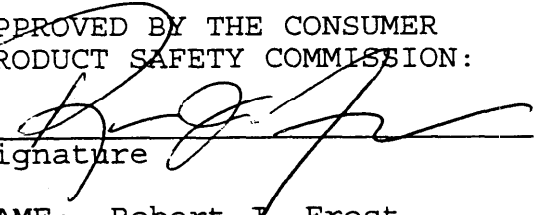
Accounting Classification: 96 2 103 42286 25.28

Amount Certified: \$905.54

Previous FY96 funding	\$88,000.00
Modification Number 0003	<u>\$905.54</u>
Total FY96 funding	<u>\$88,905.54</u>

Except as provided herein all other terms and conditions shall remain unchanged and in full force.

APPROVED BY THE CONSUMER
PRODUCT SAFETY COMMISSION:


Signature

NAME: Robert J. Frost

Title: Contracting Officer

Date: December 29, 1997

OS

MEMORANDUM OF AGREEMENT

between

State of Connecticut
The Commission on Medicolegal Investigations
Office of the Chief Medical Examiner

AND

The U. S. Consumer Product Safety Commission

CPSC 67(b)(1) Cleared
1/27/98
No Mfrs/Prvtlblrs or
Products Identified
Excepted by:
Firms Notified,
Comments Processed

I. BACKGROUND INFORMATION:

The U.S. Consumer Product Safety Commission (CPSC) is responsible for protecting the public from unreasonable risks of injury associated with consumer products. Thus, the Commission has established a network of injury surveillance systems to obtain data on product-related accidents, i.e., the National Electronic Injury Surveillance System (NEISS). Data from these systems are closely monitored by CPSC staff to detect products with safety problems. Information on products involved in a fatality are of particular importance in that they enable the Commission to measure the magnitude of death problems relating to those products under the Consumer Product Safety Act, 15 U.S.C. 2051 et. seq.

The Medical Examiners and Coroners Alert Program (MECAP) was designed by CPSC to obtain information on product-related deaths at the earliest possible moment from the most knowledgeable sources. Information collected from this system is particularly valuable since medical examiners and coroners can frequently provide information on the type of consumer product associated with the incident, the accident scenario, and the cause of death, while the product is still available for examination and/or evaluation. This information system has assisted in identifying a number of serious product hazards that have been addressed by the Commission.

II. OBJECTIVE:

The objective of this program is to collect information on consumer product-related fatalities occurring in those States/Counties having a centralized system of medical examiners.

III STATEMENT OF WORK:

The Office of the Chief Medical Examiner (OCME) will provide a computer generated report, each calendar month, on or before the 15th of the following month. The report will, contain the search conditions and data elements as in the attached test report (Test CME Report No. 3). The CPSC representative will be provided a work location at OCME and access to its case files. The CPSC representative will treat the accessed case files with the appropriate confidentiality, and will take reasonable care in handling these files, including their return to the proper location.

IV. AGREEMENT PERIOD:

This Agreement is effective upon signature of both parties and commences October 1, 1997, and shall continue through September 30, 1998. Modification of this Agreement shall be by mutual consent of the parties; however, if either party desires to terminate this Agreement, a written notice to the other party shall be forwarded and received thirty (30) days in advance of the desired termination date.

V. PROJECT OFFICER:

FOR CPSC: Joseph Lansing
(301) 504-0539

FOR OCME: Thomas J. Baziak
(860) 679-3980

VI. PAYMENT/BILLING:

CPSC will reimburse OCME a flat fee of \$30.00 per month, for a total of \$360.00. OCME shall submit an invoice with each monthly report to Ms. Debbie Peebles Hodge, Agency Payment Officer, Accounting Operations, Consumer Product Safety Commission, Room 522, Washington, D.C. 20207-0001, telephone (301) 504-0018, and chargeable to the following Accounting and Appropriation Data:

98 2 591 11179 25.25

OCME invoices will contain payee and remittance information as required.

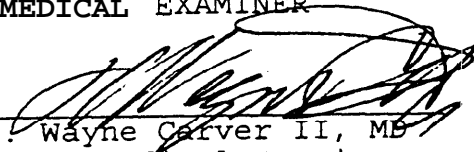
VII. PRIVACY ACT

This Agreement does not require the OCME to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the OCME is not required to, and agrees not to, maintain any system of records for or on behalf of the U.S. Consumer Product Safety Commission, in which any records or any personal data are indexed by, or retrieved by, a persons name, social security number, or any other unique identification.

VIII. APPROVAL:


The signatures below signify approval of these arrangements.

OFFICE OF THE CHIEF
MEDICAL EXAMINER


H. Wayne Carver II, MD
Chief Medical Examiner

DATE: 8/25/97

U.S. CONSUMER PRODUCT
SAFETY COMMISSION


Robert J. Frost
Contracting Officer

DATE: 11/26/97

Connecticut Office of the Chief Medical Examiner
(Printed Thu 9 Feb, 1995 7:43 am)
C P S C - D E A T H S , C O N S U M E R P R O D U C T S

Page 1

From Accession Date='01 Jan 95', Upto Accession Date='31 Dec 95'

Search Conditions:

- If: If accidental manner drugs (Agent of Death Is In List: drug, illegal, drug, legal)
- or If: If accidental manner firearms (Mechanism of Death Is In List: Handgun or Rifle Bullet, Handgun or Rifle Bullet, Shotgun, Other firearm Discharge, Unknown Firearm Discharge)
- or If: If accidental manner motor vehicles (Agent of Death Is In List: Passenger Car)
- or If: If accidental manner aircraft (Agent of Death Is In List: Commercial Winged Aircraft, Private Winged Aircraft)
- or If: If accidental manner boat (Agent of Death Is In List: Canoe/Kayak, Sailboat)
- or If: If accidental amended manner drugs (Agent of Death Is In List: drug, illegal, drug, legal)
- or If: If accidental amended manner firearms (Mechanism of Death Is In List: Handgun or Rifle Bullet, Handgun or Rifle Bullet, Shotgun, Other firearm Discharge, Unknown firearm Discharge)
- or If: If accidental amended manner motor vehicles (Agent of Death Is In List: Passenger Car)
- or If: If accidental amended manner aircraft (Agent of Death Is In List: Commercial Winged Aircraft, Private Winged Aircraft)
- or If: If accidental amended manner boat (Agent of Death Is In List: Sailboat, Canoe/Kayak)

Case Number	Pronounced Death Date	Age (Years)	Sex	Circumstance of Death	Assistant ME	Coded Death County	Immediate Cause of Death	Immediate Cause of Death (amended)
95-00001	01/01/95	27y	Male	Friend/Acquaintance	Heridy, Howard W.	Litchfield	STAB WOUND OF CHEST.	
95-00002	01/01/95	26y	Male		Minot, Henry Davis	Fairfield	BLUNT TRAUMA OF HEAD AND CHEST.	
95-00012	01/01/95	58y	Male	S tronger	Fernandez, Leonardo	New Haven	GUNSHOT WOUND OF ABDOMEN.	
95-00249	01/06/95	30y	Male		Uphoff, Dean F.	Hartford	BLUNT FORCE TRAUMA OF HEAD AND CHEST	
95-00335	01/09/95	22y	Male	Decedent	Uphoff, Dean f.	Hartford	GUNSHOT WOUND OF HEAD	
95-00454	01/10/95	33y	Female		None	Hartford	BLUNT FORCE TRAUMA OF THE HEAD AND CHEST	
95-00569	01/13/95	32y	Female		Kel leher, Michael	Fairfield	MULTIPLE BLUNT TRAUMATIC INJURIES	
95-00571	01/13/95	28y	Female		Bregman, David	New Haven	CRANIOCEREBRAL INJURIES	
95-00621	01/15/95	32y	Male		Carver, Dr. H. Wayne	Tolland	BLUNT TRAUMATIC INJURIES OF CHEST	
95-00679	01/16/95	44y	Male		Pukoy, Boris	New London	MULTIPLE BLUNT TRAUMATIC INJURIES	

COOPERATIVE AGREEMENT
BETWEEN THE
OREGON HEALTH DIVISION
AND THE

U.S. CONSUMER PRODUCT SAFETY COMMISSION

OS

CPSC/6 (b)(1) Cleared
11/17/98
No Mfrs/PrvtLbrs or
Products Identified
Excepted by
Firms Notified,
Comments Processed.

A. BACKGROUND INFORMATION

The mission of the U.S. Consumer Product Safety Commission (CPSC) is to provide an effective program to assure the safety of consumer products. The reporting of fatalities caused by or relating to consumer products to the Commission enables the Commission to assess the causes and magnitude of the injury problem for which it is responsible under the Consumer Product Safety Act, Public Law 92-573.

As part of its program, CPSC collects death certificates caused by or relating to consumer products from 52 health jurisdictions in the United States. The continuation of the receipt of death certificates will provide needed information for the ongoing study of the causes of death from consumer products and the ways to prevent such deaths. The collection of such data is essential to giving proper perspective to hazard analysis related to particular products and in giving trend data on product-related deaths.

As soon as the death certificates are received by CPSC's Division of Hazard and Injury Data Systems, they are screened for an identifiable product. Those with an identifiable consumer product are purged of victim identification information and sent to the CPSC National Injury Information Clearinghouse for use and storage. (Those certificates that do not mention an identifiable product are destroyed by CPSC.) Follow-up investigation of selected cases by CPSC may be conducted, but only in accordance with State Health Department criteria. Confidentiality of the identity of the accident victim is strictly observed at all times by CPSC and its representatives.

13. OBJECTIVE OF THE DEATH CERTIFICATE PROJECT

The objective of the Death Certificate Project is to provide the Commission with timely death certificates caused by or relating to consumer products from the 52 state health jurisdictions in the United States that relate to consumer products under the jurisdiction of CPSC. The collection of such data is essential to analysis of the hazards of particular products, and in evaluating trends on product-related deaths.

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C. SPECIFICATIONS

In cooperation with the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to conduct the work set forth below:

1. The Contractor shall permit the CPSC representative to collect and duplicate copies of all death certificates classified under specific external cause of death codes (E-Codes), as set forth in Attachment I, for deaths occurring in the Contractor's jurisdiction between October 1, 1997 and September 30, 1998. E-Codes are extracted from the "Ninth Revision, International Classification of Diseases" (see Attachment I). These copies of death certificates do not have to be certified. These codes have been selected because of the likelihood that consumer products of interest to the Commission may be involved.
2. The Contractor shall provide the CPSC representative with a copy of a computer printout, or other listing, of the death certificates containing the E-Codes of interest to CPSC to be retrieved and duplicated. The listing shall include, as a minimum, the E-Codes and death certificate number.
3. In furnishing this information on death certificates, the Commission will respect the confidentiality of the certificates and the information contained therein by **purging** the identity of victims prior to any use of the data.
4. The Contractor shall provide the CPSC representative access to a duplicating machine.
5. Accessing and duplication of specified death certificates will be conducted biannually by the CPSC representative at a pre-arranged time convenient to the Contractor.

D. PRIVACY ACT

This cooperative agreement does not require the Contractor to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the Contractor is not required to, and agrees not to, maintain any system of records for or on behalf of the U.S. Consumer Product Safety Commission, in which any records or any personal data are indexed by, or retrieved by, a person's name, social security number, or any other unique identification-

E1 PERIOD OF PERFORMANCE

Performance of work shall begin on October 1, 1997, and shall not extend beyond September 30, 1998. Modification of this Agreement shall be by mutual consent of the parties; however, if either party desires to terminate this Agreement, a written notice to the other party shall be forwarded and received thirty (30) days in advance of the desired termination date.

F LIAISON OFFICERS

FOR OREGON

Edward J. Johnson, II
State Registrar
Oregon Health Division
Vital Records Unit
800 N.E. Oregon Street
Suite 205
Portland, Oregon 97232
Phone: (503) 731-4109

FOR CPSC

Flip Hastings
Division of Hazard and Injury
Data Systems
Consumer Product Safety Commission
4330 East West Highway, Room 604
Washington, DC. 20207
Phone: (301) 504-0539

G. REIMBURSEMENT

The CPSC shall reimburse the Oregon Health Division the estimated total amount of \$740.00 for services rendered pursuant to this Agreement. This amount is for the following:

<u>Item</u>	<u>Supplies/Services</u>	<u>Quantity</u> (Estimated)	<u>Unit Price</u>	<u>Amount</u>
1.	Collection and duplication of Death Certificates	80 ea.	\$8.00	\$640.00
2.	Computer Printouts		lot	100.00
				<u>\$740.00</u>

H. ACCOUNTING AND APPROPRIATION DATA

98 2 591 11179 25.25

DUN'S NUMBER 96-319-4279

I. BILLING INSTRUCTIONS

1. The Contractor shall submit vouchers and/or invoices on Standard Form 1034 and Continuation Form 1035 (or any acceptable form of the Contractor's choosing). As a minimum, each invoice shall include:
 - a. The name of the organization.
 - b. The voucher/invoice number and date.
 - c. The cooperative agreement number.
 - d. CPSC accounting and appropriation data.
 - e. Description, price, and quantity of goods or services actually delivered.
 - f. Name, title, phone number, and complete mailing address of the responsible official to whom payment is to be sent.
2. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.
3. Vouchers/invoices shall be sent to:

Ms. Cecelia R. Smith, Agency Payment Officer
Accounting Operations
Consumer Product Safety Commission
Washington, D.C. 20207-0001
(Phone: (301.) 504-0018)
4. Inquiries regarding payment should be directed to the above-named payment officer. Complaints related to the late payment of an invoice should be directed to:

Ms. Deborah I?. Hodge, Prompt Payment Contact
Division of Financial Management
Consumer Product Safety Commission
Washington, D.C. 20207-0001
(Phone: (301) 504-0018)
5. **SF 1034** and 1035 forms will be furnished by CPSC, Contracts Branch, upon request of the Contractor.

J. PROMPT PAYMENT

1. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this Agreement will be due on the 30th calendar day after the later of:
 - a. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - b. The seventh (7th) day after the computer printouts are actually delivered and accepted by the Government.
2. The date of the check issued in payment shall be considered to be the date payment is made.

K.. METHOD OF PAYMENT - ELECTRONIC FUNDS TRANSFER (AUG 1996)

- (a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.
- (b) Mandatory submission of Contractor's EFT information.
 - (1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.
 - (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

- (c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).
- (d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).
 - (1) The contract number to which this notice applies.
 - (2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) For ACH payments only:
 - (i) Name, address, and g-digit Routing Transit Number of the Contractor's financial agent.
 - (ii) Contractor's account number and the type of account (checking, saving, or lockbox).
 - (5) For Federal Reserve Wire Transfer System payments only:
 - (i) Name, address, telegraphic abbreviation, and the g-digit Routing Transit Number for the Contractor's financial agent.

- (ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment..

- (1) ~~Notwithstanding~~ the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

- (f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers.

- (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided **EFT** information in the correct manner, the Government remains responsible for
 - (i) making a correct payment,
 - (ii) paying any prompt payment penalty due, and
 - (iii) recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the **EFT** payment transaction instruction to the Federal Reserve System, and-
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment.

- (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.
- (i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.
- (j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment methods. The decision to grant the request is solely that of the Government.
- (k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.
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L. CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference from the Federal Acquisition Regulation (48 CFR CHAPTER 1) with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

Clause	Title	Date
52.203-03	Gratuities	April, 1984
52.222-26	Equal Opportunity	April, 1984
52.222-36	Affirmative Action for Handicapped Workers	April, 1984
52.233-01	Disputes	Oct. 1995
52.243-01	Changes - Fixed Price	Aug. 1987
52.249-01	Termination for Convenience of the Government (Fixed Price) (Short Form)	April, 1984

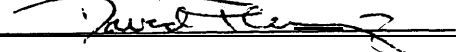
M. PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1995)

- a. In accordance with Executive Order 12873, dated October 20, 1993, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.
- b. The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, and carbonless paper. A higher standard of 50% recovered material, with 20% postconsumer material, applies to other uncoated printing and writing papers such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard for either of the standards specified in this clause is 50% recovered material content of certain industrial by-products.

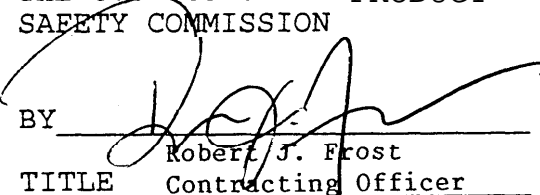
N. AUTHORITY

This Agreement is entered into pursuant to the authority of Sections 5(c) and 27(g) of the Consumer Product Safety Act, P.L. 92-573, 15 U.S.C. 2054(c) and 2076(g).

APPROVED AND ACCEPTED
FOR THE OREGON HEALTH
DIVISION

BY 
TITLE State Epidemiologist
DATE 7/1/97

APPROVED AND ACCEPTED FOR
THE U.S. CONSUMER PRODUCT
SAFETY COMMISSION

BY 
TITLE Contracting Officer
DATE 12/1/97

ATTACHMENT ILIST OF DEATH CERTIFICATE "E" CODES THAT WILL BE COLLECTED IN FY98

NOTE: The E-codes to be collected in FY98 remain the same as those collected in FY97.

E-Code	<u>4th Digit</u>	<u>Description</u>
E820	All	Non-traffic accidents involving motor-driven snow vehicles
E821	All	Non-traffic accidents involving other off-road motor vehicles (e.g. all terrain vehicles)
E826	All	Pedal cycle accidents .
E850-858	All	Accidental poisonings by drugs, medicaments and biologicals <u>(COLLECT ONLY FOR CHILDREN UNDER 6 YEARS OF AGE)</u>
E860-E862	All	Accidental poisonings by chemicals, petroleum products, liquid substances, and their vapors <u>(COLLECT ONLY FOR CHILDREN UNDER 6 YEARS OF AGE)</u>
E864	All	Accidental poisoning by corrosives and caustics, not elsewhere classified <u>(COLLECT ONLY FOR CHILDREN UNDER 6 YEARS OF AGE)</u>
E866	All	Accidental poisonings by other and unspecified solid and liquid

<u>E-Code</u>	<u>4th Digit</u>	<u>Description</u>
		substances (<u>COLLECT ONLY FOR CHILDREN UNDER 6 YEARS OF AGE</u>)
E867	All	Accidental poisoning by gas distributed by pipeline (e.g., CO from natural gas heating and cooking appliances)
E868	.0, .1, .3, .8, .9	Accidental poisoning by other utility gas and other carbon monoxide (e.g., CO from heating, cooking, and workshop appliances using bottled gas)
E869	All	Accidental poisoning by other gases and vapors
E883	.0	Accidents from diving or jumping into water
Eaa4	.0	Fall from one level to another (e.g., fall from playground equipment)
E893	All	Accidents caused by ignition of clothing
E910	.0, .1, .2, .4, .a, .9	Accidental drowning and submersion (when 5th digit location code is .0, .4, .6, .7)
E912	N/A	Inhalation and ingestion of other object causing obstruction of respiratory tract or suffocation (<u>COLLECT ONLY FOR CHILDREN UNDER 6 YEARS OF AGE</u>)
E913	.0, .1, .2, .8, .9	Accidental mechanical suffocation
E914	N/A	Foreign body accidentally entering eye and adnexa.
E915	N/A	Foreign body accidentally entering other orifice.
E917	.0, .9	Striking against or struck accidentally by objects or persons (e.g., in sports or other)

<u>E-Code</u>	<u>4th Digit</u>	<u>Description</u>
E918	N/A	Caught accidentally in or between objects (e.g., play houses, folding chairs)
E919	.0, .3, .4, .8, .9	Accidents caused by machinery (e.g., garden tractors, drill press, stationary saws)
E920	All	Accidents caused by cutting and piercing instruments or objects (e.g., lawn mowers, hand drills, hedge clippers, electric knives, chainsaws)
E921	All	Accidents caused by explosion of pressure vessels (e.g., gas cylinders, air tanks, fire extinguishers, aerosols)
E923	☞☞ 0 2	Accidents caused by explosive material (e.g., fireworks, explosive gases)
E924	All	Accidents caused by hot substances or objects, caustic or corrosive materials, and steam (e.g., vaporizers, chemistry-kits, tea pots)
E925	.0, .1, .8, .9	Accidents caused by electric current
E929	.0, .2, .8	Late effects of accidental injury (e.g., ATV accidents, poisoning, suffocation)
E980	All	Poisoning by solid or liquid substances, undetermined whether accidentally or purposely inflicted (<u>COLLECT ONLY FOR CHILDREN UNDER 6 YEARS OF AGE</u>)

E-Code	<u>4th Digit</u>	<u>Description</u>
E981	.0, .1, .8	Poisoning by gases in domestic use, undetermined whether accidentally or purposely inflicted
E982	.1, .8	Poisoning by other gases, undetermined whether accidentally or purposefully inflicted
E983	.0, .1, .8	Hanging, strangulation, or suffocation, undetermined whether accidentally or purposefully inflicted
E984	N/A	Submersion (drowning), undetermined whether accidentally or purposely inflicted
E988	.1, .4	Injury by other unspecified means, undetermined whether accidentally or purposely inflicted

OS

93-21-98MO

CPSC-IAG-98-1147

Interagency Agreement

between the

National Institute for Occupational Safety and Health

and the

U. S. Consumer Product Safety Commission

CDC No. 98FED22404

CPSA 6 (b)(1) Cleared

No Mfrs./PrvtLibrs or
Products Identified

Excepted by _____

Firms Notified, _____

Comments Processed. _____

I. Purpose

Under this agreement between the National Institute for Occupational Safety and Health (NIOSH) and the U.S. Consumer Product Safety Commission (CPSC), NIOSH will contribute to the cost of the National Electronic Injury Surveillance System (NEISS) contracts and CPSC will expand the scope of NEISS to accommodate the special interests and needs of NIOSH for work-related injury data for victims of all ages from October 1, 1997 through September 30, 1998. In addition, this agreement reestablishes a collaborative work relationship in order to foster future projects of common interest.

II. Background

CPSC contracts with hospital emergency rooms to collect injury data for the data system known as NEISS. This system is used by CPSC to identify and measure the magnitude of the injury problems associated with consumer products that are treated in hospital emergency departments in the U. S . and its territories.

NEISS is a **tri-level** data collection system, with the capacity for collecting data at emergency departments, **from** telephone follow-up interviews with hospital staff and/or victims, and from **in-**depth interviews with injured parties and/or witnesses at the sites where the injuries occurred. One, two, or all three of these levels are used by CPSC as primary data collection tools.

Since 1978, other Federal Agencies have found it useful to share NEISS, **including** having CPSC expand the scope of the injuries collected or add to the list of variables to be collected. Agencies which have shared NEISS data through interagency agreements in the past include: Environmental Protection Agency (EPA), Centers for Disease Control and Prevention (CDC), National Highway Traffic Safety Administration (**NHTSA**), Food and Drug Administration (**FDA**), and the Bureau of Justice Statistics (**BJS**). Through interagency agreements with NIOSH in FY 1981 through FY 1987, and again in FY 1996 and 1997, CPSC expanded NEISS to include all work-related incidents.

NIOSH has a need to measure the number and rate of occupational injuries and study injuries incurred in **specific** occupations and industries, including injuries to adolescents in the retail trades and services industries. NEISS has the potential to provide this information in a timely manner, on an ongoing basis, and in a cost-effective manner. Under this agreement, NIOSH will contribute funds to offset the cost of **NEISS** contracts in return for sharing data from this system.

III. Scope of Work

- A. Under the terms of this agreement, CPSC agrees to modify NEISS as follows to meet the needs of NIOSH in collecting work-related injury data. In Fiscal Year 1998, this agreement will cover work-related injuries to victims of all ages who are treated in 67 of the **102** NEISS hospital emergency departments, from October 1, 1997 through September 30, 1998.
 - 1. At the surveillance level CPSC will:
 - a. Prepare all surveillance instructional materials, including coder instructions, materials, material for emergency department (ED) staff, e.g., background information, posters, etc.
 - b. Deliver to hospital coders any instructional materials provided by NIOSH and approved by CPSC, including instructions, posters, etc.
 - c. **Provide** computer programs to list NIOSH cases, and to display cross tabulations of NIOSH data for weighted data (national estimates) as well as for raw data.
 - d. Share all in-scope work-related incidents with NIOSH on computer tapes or diskettes, or by mailing the data through overnight mail.
 - 2. At the telephone investigation level during Fiscal Year 1998, NIOSH shall consult with CPSC and other experts in work-related injuries to prepare a structured telephone interview questionnaire. As part of its telephone investigation program, CPSC will contract for the conduct of up to 100 completed **telephone** interviews with adolescent workers (less than **18-years** of age) injured in the retail trades and services industries to complete one year calendar year of data, from October 1, 1997 through December 31, 1997. The telephone interview, expected to be about 20 minutes, will be used to identify the causal factors related to the incident. The interview will elicit information on the victim, the equipment or products involved and any related environmental factors.

- B. Under the terms of this agreement, CPSC agrees to implement the following data collection activities:
1. At the surveillance level CPSC will:
 - a. Train the ED staff of participating NEISS hospitals. Training is important to the success of data collection procedures, assuring that the 24-hour emergency room **staff**: (1) are aware of the new data collection needs, (2) obtain the necessary data from the patient, and (3) record the information in the patient's emergency room record.
 - b. Update and revise training materials and mail to hospitals as needed in FY 1998.
 - c. For in-scope work-related injuries, CPSC will collect the following standard NEISS information:
 1. Date of treatment
 2. Age and sex of victim
 3. Injury diagnosis (nature of injury) and body part affected
 4. Disposition of case (treated and released, hospitalized, etc.)
 5. Place where injury occurred (locale)
 6. Fire/motor vehicle involvement
 7. Products associated with the injury
 8. Whether the injury was work-related
 9. Narrative description of the circumstances of the injury as **stated** in the emergency room record (chain of events, agent of injury)
 - d. In addition to the variables listed above, CPSC will request that each hospital in the NEISS sample provide the additional NIOSH data elements identified on the **NIOSH** special study computer entry screen including type of business (industry), name of business (industry), job title (occupation), and race. These data will become part of the NEISS record to be shared with NIOSH.

- e. CPSC will implement the data collection using special computer entry screens and interactive edit programs and will monitor the data **collection** process.
 - f. CPSC will share these data with NIOSH on a weekly or monthly basis **in** a format to be specified by NIOSH; these include: electronic transfer, computer diskette, computer tape, paper copy, or overnight mail delivery.
2. At the telephone investigation level during Fiscal Year 1998, NIOSH will contribute to the contract costs of CPSC contractors for conducting investigations. CPSC will expand the scope of the telephone investigation contracts to include up to 100 completed interviews with adolescent workers injured in the retail trades and services industries from October 1, 1997 through December 31, 1997. The work-related investigations will be telephone interviews conducted using a structured questionnaire developed for this purpose. The cases will be selected in consultation with NIOSH. CPSC will be responsible for reviewing the cases for completion and quality of the data. Paper copies of the interviews will be provided to NIOSH. NIOSH will be responsible for coding and analysis of the data.
- C. NIOSH will be responsible for analysis of any of the data resulting **from** this agreement. CPSC will provide consultation on matters concerning the data collection, quality control, sample design, injury estimates, sampling errors and questionnaire design.
- D. In Fiscal Year 1998, NIOSH will contribute \$430,000 towards the cost of this agreement. NIOSH will contribute \$405,000 to support the collection of data from 67 NEISS hospitals **for** work-related injuries for victims of all ages for a period of 12 months and up to 100 completed telephone investigations by a CPSC contractor from October 1, 1997 through December 31, 1997. NIOSH will also reimburse CPSC \$25,000 for additional travel by CPSC staff to NEISS hospitals to provide initial training to new or replacement NEISS coordinators or to conduct quality assurance site visits as deemed appropriate by CPSC staff. CPSC's additional travel expenses for these on-site visits are estimated to be \$25,000. Since **CPSC's** travel will be for CPSC's own purposes as well as for this agreement, and since it is not possible to precisely allocate these expenses between CPSC and NIOSH, it is agreed that \$25,000 is a reasonable cost for travel expenses attributable to this agreement.
- E. Travel under this agreement is subject to allowances authorized in accordance with Federal and Joint Travel Regulations.

- F. If equipment is procured to accomplish the program's goals and objectives using funds provided by this interagency agreement, CDC will retain title to the equipment, with the **exception** of equipment procured in support of the overall NEISS project for which CPSC shall retain title of equipment.

IV. Transfer of Funds

Under the terms of this agreement, **\$430,000** funding from **NIOSH** will be paid to CPSC in FY 1998 immediately upon receipt of the signed interagency agreement and billing statements. The funds will be obligated by September 30, 1998.

FY 1998 = 98-2-591-11179-25.25	(\$405,000)
FY 1998 = 98-1-299-11179-21.92	(\$ 25,000)

V. Liaison Officers

- A. For CPSC:
Eileen Kessler
Statistician
Room 604-D
U. S. Consumer Product Safety Commission
4330 East West Highway,
Bethesda, Maryland '208 14-4408
Telephone: (301) 504-0539, ext. 1246
- B. For NIOSH:
Larry Layne
Statistician
M/S P-180
National Institute for Occupational
Safety and Health
Division of Safety Research
1095 Willowdale Road
Morgantown, WV 26505
Telephone: (304) 285-6008

V I . Period of Performance and Termination of Conditions

This agreement is effective when signed by both parties and shall remain in effect through September 30, 1998, unless modified in writing by mutual agreement, or terminated by either party upon sixty (60) days written notice.

VII. Information Safeguards

NIOSH shall comply with the Privacy Act in using and storing information related to this agreement. NIOSH shall provide CPSC with written assurances satisfactory to CPSC that the identity of any injured person, and of any person who treated an injured person, shall not, without the consent of person identified, be included in any report or information made available by NIOSH to any member of the public. NIOSH also agrees that it shall not disclose information compiled under this agreement to the public if the information describes a consumer product in such a manner that will permit the public to ascertain readily the identity of the manufacturer or private labeler unless the Commission is notified, and the Commission complies with Section 6(b) of the CPSA (15 U.S.C. 2055(b)).

VIII. Method of Payment

- A. Reimbursement by CDC/NIOSH will be provided upon billing through the OPAC System ALC 75-09-0527 based upon actual obligations to:

HHS, PHS
CDC, NIOSH
4676 Columbia Parkway
Attn: Financial Management Office
Mailstop C-5
Cincinnati, Ohio 45226

Please cite CDC No. 98FED22404 when billing.

Upon receipt of OPAC Statement, CDC will make payment to:

CPSC
Attn: Debbie Hodge, Director of Division of Finance
Washington , DC 20207

- B. Fiscal Year 1998 billing shall be chargeable to the following accounting and appropriations data:

For NIOSH:

Appropriation: 7580943

Allowance: 8-A492W

CAN: 89278875 VAJ FQA

cost: \$430,000

IX. Authority

For NIOSH: This agreement is made under the authority of Section 22(e)(7) of the Occupational Safety and Health Act, approved October 27, 1972, 29 U.S.C. 671(e)(7), and the Economy Act of 1932, as amended (31 U.S.C. 1535 and 1536).

For CPSC: This agreement is made under the authority of Section 29(c) and 29(e) of the Consumer Product Safety Act, 15 U.S.C. 2078(c) and (e), and the Economy Act, as amended (31 U.S.C. 1535 and 1536).

FOR: National Institute for
Occupational Safety and
Health

By:


Diane D. Porter

Title: Associate Director Management

Date:

12/12/97

For: U.S. Consumer Product
Safety Commission

By:


Robert J. Frost

Title: Contracting Officer

Date:

12/30/97

05

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0014		3. EFFECTIVE DATE 12-18-97		4. REQUISITION/PURCHASE REQ. NO. 94-1094-14		5. PROJECT NO. (If applicable) 2581	
6. ISSUED BY US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 JOYCE LAWN		CODE CPSC		7. ADMINISTERED BY (If other than Item 6) JOYCE LAWN (301) 504-0444 EXT. 1148		CODE j1	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00017061 WESTAT 1650 RESEARCH BOULEVARD ROCKVILLE MD 20850-3129				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.			
				<input type="checkbox"/> 9B. DATED (SEE ITEM 11)			
				<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-C-94-1094			
				<input type="checkbox"/> 10B. DATE (SEE ITEM 13) 06/02/94			
CODE		FACILITY CODE					

CPSA 6 (b)(1) Cleared
7/14/98
Products Identified
Excepted By
Firms Notified
Comments Processed

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

98 2 598 32200 25.81

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

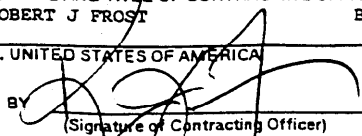
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: The Basic Contract
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide funding for Task Order No. 1 for Option Year IV as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) ROBERT J FROST		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT J FROST B01 (301) 504-0444	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/18/97

SE' 30 CONTINUATION SHEET

Contract Value for Current	FY98	NTE	\$75,000.00
Previous Obligated Funds	FY94		\$18,743.00
Previous Obligated Funds	FY95		\$20,077.00
Previous Obligated Funds	FY96		\$ 7,319.00
Previous Obligated Funds	FY97		\$19,102.00
Mod No. 14 Incremental Funds	FY98		\$ 500.00
Current	FY98 Total		\$ 500.00
	Grand Total		\$65,741.00

The accounting and appropriation data should read as follows for this modification:

98 2 598 32200 25.81

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

0011

12-18-97

6. ISSUED BY

CODE

CPSC

7. ADMINISTERED BY (if other than item 6)

CODE

JL

U.S. CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
WASHINGTON, DC 20207-9932

JOYCE LAWN
(301) 504-0444 EXT. 1148

JOYCE LAWN

B02 (302) 504-0444

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00010567

ABT ASSOCIATES, INC.
55 WHEELER STREET
CAMBRIDGE MA 02138-1168

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

CPSC-C-94-1115

10B. DATED (SEE ITEM 13)

08/03/94

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

97 2 390 22637 25.28

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X The Basic Contracts

D. OTHER (Specify type 01 modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide additional funding for Phase I of Task Order No. 4, ATV Exposure Survey.

Based on the above, the contract is hereby modified as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Robert J. Frost

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15B. UNITED STATES OF AMERICA

15C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

12/18/97

SF 30 CONTINUATION SHEET

Contract Value for Current	FY97	NTE	\$500,000.00
Previous Funds	FY94		\$ 90,552.00
Previous Funds	FY95		\$ 33,515.00 .
Previous Funds	FY96		\$ -0-
Previous Funds	FY97		\$ 198,798.00
Mod 11	FY97		\$ 580.00
Current	F Y 9 7	Total	\$199,378.00
Grand Total			\$323,445.00

The accounting and appropriation data for this modification is as follows:

97 2 390 22637 25.28 - \$580.00

All other terms and conditions of the contract remain unchanged.